

STATE OF MISSISSIPPI

Southaven Power 16" Lateral

COUNTY OF DESOTO

VALVE SITE, PIPELINE AND METER SITE EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That **DUKE ENERGY SOUTHAVEN, LLC**, whose mailing address is 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantor"), for and in consideration of the sum of One Hundred Dollars and other valuable consideration (\$100.00 & O.V.C.), receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **TEXAS GAS TRANSMISSION CORPORATION**, a Delaware corporation, of 3800 Frederica Street, Owensboro, Kentucky 42301, its successors and assigns (hereinafter called "Grantee"), two (2) separate valve site and meter site easements as further described below, with the right to use the said easements for the purposes of constructing, installing, operating, altering, repairing, removing, relocating, replacing, maintaining valves, meters, regulators, pipes, tie-overs, appliances, communication equipment and all appurtenant equipment and facilities pertaining thereto, including the right to install electronic flow measurement equipment and an associated electrical transmission pole under, upon, and over two (2) parcels of land owned by Grantor in DeSoto County, Mississippi, and said valve site easement measures twenty feet by twenty feet (20' x 20') and said meter site easement measures one hundred feet by one hundred twenty feet (100' x 120'), respectively. For the same consideration cited hereinabove, Grantor does hereby further grant, bargain, sell, and convey unto Grantee, a right-of-way and easement fifty feet (50') in width for the purpose of laying, constructing, maintaining, operating, altering, repairing, removing, relocating, changing the size of, and replacing a pipeline (hereinafter called "pipeline") with necessary fittings, appliances, and cathodic protection facilities and appurtenances, for the transportation of oil, gas, petroleum products, or any other liquids, gases, or substances which can be transported through a pipeline. The valve site, pipeline, and meter site easements covered by this agreement are described as follows and more particularly located on Grantor's land in DeSoto County, Mississippi:

20' x 20' Valve Site Easement Description

A tract of land measuring twenty feet by twenty feet (20' x 20'), situated on Grantor's land located in DeSoto County, Mississippi, as follows:

Commencing at a point where a 2" iron pipe (found) in the Southeast corner of Grantor's property in Section 22, Township 1 South, Range 8 West, DeSoto County, Mississippi (said point is based on NAD 83 (1993) Mississippi

West Zone survey coordinate N 1,992,795.1, E 2,385,529.7); thence S 89° 16' W on and along Grantor's South property line approximately 350.5 feet to a point; thence N 43° 06' E 88 feet to the Point of Beginning of the hereinafter-described 20' x 20' valve site easement; thence N 46° 54' W 15 feet to a point; thence N 43° 06' E 20 feet to a point; thence S 46° 54' E 20 feet to a point; thence S 43° 06' W 20 feet to a point; thence N 46° 54' W 5 feet to the Point of Beginning and containing 0.009 acres, more or less, as shown on Drawing No. LL-3748, attached hereto and made a part hereof.

Description of 50' Wide Pipeline Easement

A 50-foot wide pipeline right-of-way and easement, situated on Grantor's land located in DeSoto County, Mississippi, as follows:

Commencing at a point where a 2" iron pipe (found) in the Southeast corner of Grantor's property in Section 22, Township 1 South, Range 8 West, DeSoto County, Mississippi (said point is based on NAD 83 (1993) Mississippi West Zone survey coordinate N 1,992,795.1, E 2,385,529.7); thence S 89° 16' W on and along Grantor's South property line approximately 350.5 feet to a point; thence N 43° 06' E 93.06 feet to the Point of Beginning and the centerline of the 50-foot wide pipeline easement granted herein (said Point of Beginning is based on survey coordinate N 1,992,858.6, E 2,385,242.7); thence N 46° 54' W 51.35 feet to a point; thence N 29° 29' W 40.00 feet to a point; thence N 12° 04' W 586.31 feet to a point; thence N 00° 24' W 504.12 feet to a point; thence N 16° 56' W 40.00 feet to a point; thence N 33° 29' W 40.00 feet to a point; thence N 49° 00' W 139.93 feet to a point; thence N 70° 02' W 40.00 feet to a point; thence N 89° 59' W 20.00 feet to the Point of Ending on the West edge of the meter site easement granted herein (said Point of Ending is based on survey coordinate N 1,994,183.0, E 2,384,862.5) and as shown on Drawing No. LL-3748, attached hereto and made a part hereof.

100' x 120' Meter Site Easement Description

A tract of land measuring one hundred feet by one hundred twenty feet (100' x 120'), situated on Grantor's land located in DeSoto County, Mississippi, as follows:

Commencing at a point where a 2" iron pipe (found) in the Southeast corner of Grantor's property in Section 22, Township 1 South, Range 8 West, DeSoto County, Mississippi (said point is based on NAD 83 (1993) Mississippi West Zone survey coordinate N 1,992,795.1, E 2,385,529.7); thence S 89° 16' W on and along Grantor's South property line approximately 350.5 feet to a point; thence N 43° 06' E 93.06 feet to a point; thence N 46° 54' W 51.35 feet to a point; thence N 29° 29' W 40.00 feet to a point; thence N 12° 04' W 586.31 feet to a point; thence N 00° 24' W 504.12 feet to a point; thence N 16° 56' W 40.00 feet to a point; thence N 33° 29' W 40.00 feet to a point; thence N 49° 00' W 139.93 feet to a point; thence N 70° 02' W 40.00 feet to a point; thence N 89° 59' W 20.00 feet to the Point of Beginning of the hereinafter-described 100' x 120' meter site easement (said Point of Beginning of said meter site easement is based on survey coordinate N 1,994,183.0, E 2,384,862.5); thence S 00° 01' W 54.00 feet to a point; thence N 89° 59' W 100.00 feet to a point; thence N 00° 01' E 120.00 feet to a point; thence S 89° 59' E 100.00 feet to a point; thence S 00° 01' W 66.00 feet to the Point of Beginning and containing 0.275 acres, more or less, as shown on Drawing No. LL-3748, attached hereto and made a part hereof.

Grantee shall have the right of ingress and egress to and from said valve site, pipeline, and meter site easements across lands of Grantor by use of existing and future constructed roads on the lands of the Grantor. Grantee, at its sole cost, has the right to place rock or gravel on said

valve site and meter site easements and enclose each of the above-described valve site and meter site easements by installing a fence or appropriate guardrails in such a manner to protect Grantee's installations thereon.

For a more particular description of the lands covered by this Right Of Way Agreement, see Exhibit "A", attached hereto and made a part hereof.

For a more particular description of the proposed route and location for said pipeline, valve, and meter sites, see Drawing No. LL-3748, attached hereto and made a part hereof.

Being the same property conveyed to the Grantor by Warranty Deed dated January 17, 2001, recorded in Deed Book 386, at Page 75, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

TO HAVE AND TO HOLD unto Grantee the full rights of ingress and egress across the lands covered herein for the purposes as hereinabove set out, and the Grantee shall have the further right to use additional strips of temporary workspace parallel to the proposed pipeline route and for additional temporary workspace as needed at said valve site easement, meter site easement, as well as stream, railroad, and road crossings. All temporary workspace shall revert to Grantor after the completion of construction of the valve site, pipeline, and meter site; and Grantee shall have no interest therein after completion of construction.

The undersigned Grantor, their heirs or assigns, reserves the right to fully use and enjoy said premises except as the same may be necessary for the purposes herein granted; provided however, that the Grantor shall not construct or place, nor authorize others to construct or place any houses, structures, trees, or other obstructions on or over, or that will interfere with the construction, maintenance, or operation of said pipeline or appurtenances constructed hereunder, or change the grade over said pipeline or appurtenances. Grantee shall have the right, from time to time, to cut and keep clear all trees, undergrowth, and other obstructions on said right-of-way and easement that may injure, endanger, or interfere with the use of said pipeline, fittings, appliances, and cathodic protection facilities appurtenant thereto.

Grantee agrees to bury the pipeline to a sufficient depth so as not to interfere with the normal cultivation of the land and agrees to pay for any damage caused to crops, fences, timber, and other improvements as a result of laying, constructing, maintaining, operating, altering, repairing, removing, relocating, changing the size of, and replacing said pipeline. The term "timber" is defined as trees grown commercially and for building purposes.

If the Grantor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the payments or deliveries herein provided for shall be paid or delivered to the Grantor only in the proportion which the Grantor's interest bears to the whole and undivided fee.

Grantee shall protect, defend, indemnify and hold Grantor harmless from and against each and every suit, demand, or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including court costs and attorneys' fees) for or based upon personal injury, death, or property damage, resulting from the work done by or on behalf of Grantee on the property covered by this easement, unless and to the extent such damage, injury, or loss is caused by the negligence of the Grantor.

This Agreement and each and all of its terms, conditions, and provisions shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Grantor and Grantee, respectively, and the undersigned Grantor hereby bind themselves, their heirs, executors, administrators, personal representatives, successors and assigns to warrant and defend all and singular the above-described premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this 5th day of February, 2002.

GRANTOR:**DUKE ENERGY SOUTHAVEN, LLC**

By *[Signature]*
Vice President

GRANTEE:**TEXAS GAS TRANSMISSION CORPORATION**

By *[Signature]*
Vice President & General Counsel

ATTEST

[Signature]
Secretary

INDEXING INSTRUCTIONS: Lot 2 of Tulane-Stanton Industrial Subdivision according to a map or plat thereof on file and of record in Plat Book 73, at Page 47, in the office of the Chancery Clerk of DeSoto County, Mississippi, and is also located in the SW/4 of Section 22, Township 1 South, Range 8 West, DeSoto County, Mississippi.

GRANTOR:

Duke Energy Southaven, LLC
5400 Westheimer Court
Houston, Texas 77056
713/627-5222
na

GRANTEE:

Texas Gas Transmission Corporation
3800 Frederica Street
Owensboro, Kentucky 42301
270/926-8686
na

THIS INSTRUMENT WAS PREPARED BY:

[Signature]
Nicholas W. Hetman, Esq.
for
Texas Gas Transmission Corporation
3800 Frederica Street
Owensboro, Kentucky 42301
270/926-8686

AGREEMENTS - SD:\agreements\valvesitecase\Duke-Southaven.doc

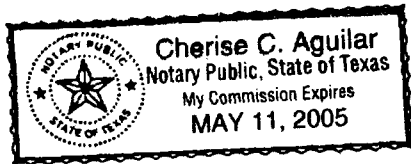
Signature page of Valve Site, Pipeline And Meter Site Easement Agreement by and between Duke Energy Southaven, LLC and Texas Gas Transmission Corporation dated February 5, 2002.

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, this 28th day of January, 2002, personally appeared L.A. Wall, as Vice President of **Duke Energy Southaven, LLC**, and that said instrument was signed and acknowledged to be the free act and deed of Duke Energy Southaven, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Cherise C. Aguilar
Notary Public

My Commission Expires:

May 11, 2005

STATE OF KENTUCKY

COUNTY OF DAVIESS

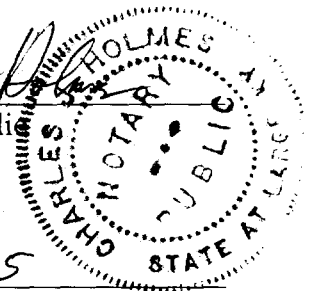
On this 5th day of February, 2002, before me, Charles J. Holmes, a Notary Public, appeared Beverly H. Griffith, a Vice President of ^{General Counsel} **Texas Gas Transmission Corporation**, a corporation, and that said instrument was signed and acknowledged to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Charles J. Holmes
Notary Public

My Commission Expires:

10-23-05



Notary page of Valve Site, Pipeline And Meter Site Easement Agreement by and between Duke Energy Southaven, LLC and Texas Gas Transmission Corporation dated February 5, 2002.

Exhibit "A"

A tract of land situated in the Southwest Quarter of Section 22, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at a found nail at the Northwest corner of said Southwest Quarter of Section 22, Township 1 South, Range 8 West, said point of commencement being in the intersection of the physical centerline of Stanton Road South, also known as Patti Road (public, paved road - 35 feet to centerline per Plat Book 13, at Page 21) and the physical centerline of Tulane Road (public, paved road - 80 feet wide); thence North 89 degrees 18 minutes 35 seconds East along said centerline of Stanton Road South - 73.84 feet; thence South 00 degrees 41 minutes 25 seconds East (perpendicular to said centerline) - 35.00 feet to a set iron pin at the true point of beginning, said point of beginning lying in the present southerly right-of-way line of said Stanton Road South; thence North 89 degrees 18 minutes 35 seconds East along said present southerly right-of-way line and along the proposed right-of-way of Stanton Road South (35 feet to centerline), as shown on said final plan, Tulane-Stanton Industrial Subdivision (recorded in Book 73, at Page 47) - 1916.31 feet to a set iron pin in the westerly line of the Mrs. Clara Roberson property (Book 116, at Page 005); thence South 00 degrees 10 minutes 50 seconds West along said westerly line of Roberson property - 2551.31 feet to a found 2-inch pipe in the northerly line of the City of Horn Lake, Mississippi property (Book 241, at Page 448), said northerly line being the south line of said Section 22; thence South 89 degrees 16 minutes 30 seconds West along the south line of said Section 22 and along the northerly line of said City of Horn Lake Property - 1954.44 feet to a set iron pin in the proposed easterly right-of-way line of Tulane Road, said proposed right-of-way as shown on said final plan, Tulane-Stanton Industrial Subdivision (recorded in Book 73, at Page 47); thence North 00 degrees 15 minutes 50 seconds East along said proposed easterly right-of-way line - 2518.12 feet to a set iron pin at a point of curve to the right having a radius of 35.00 feet; thence North-eastwardly along said curve an arc distance of 54.39 feet (central angle of 89 degrees 02 minutes 45 seconds - chord of North 44 degrees 47 minutes 12 seconds East - 49.08 feet) to the point of beginning.

Containing 4,981,973 square feet or 114.370 acres, more or less.

The above-described subject Lot 2 is vacant land.

Bearings are relative to Mississippi State Plane Grid North (NAD27 - West Zone).

The above-described property is the same property conveyed to Duke Energy Southaven, LLC, by Warranty Deed dated January 17, 2002, recorded in Deed Book 386, at Page 75, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Exhibit "A" page of Valve Site, Pipeline And Meter Site Easement Agreement by and between Duke Energy Southaven, LLC and Texas Gas Transmission Corporation dated February 5, 2002

